

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1		OF PAGES 44	
2 CONTRACT NO		3 SOLICITATION NO DTFANM-11-R-00002		4 THIS IS A SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5 DATE ISSUED 09/23/2010		6 REQUISITION/PURCHASE NO	
7. ISSUED BY: FAA Western Logistics Service Area ATTN: Erlinda Williams, ANM-52 1601 LIND AVENUE SW RENTON, WA 98057					8. ADDRESS OFFER TO (if other than Block 7)				

SOLICITATION

9 Offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in SECTION L & M until 2:00 local time 10/26/201
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10 FOR INFORMATION CALL		A NAME ERLINDA WILLIAMS		B TELEPHONE NO (Include area code) (NO COLLECT CALLS) 425-227-2057	
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule

13 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No 3 3 1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14 ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO	DATE	AMENDMENT NO	DATE
15A NAME AND ADDRESS OF OFFEROR		16 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B TELEPHONE NO (Include area code)		15C CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17 SIGNATURE	18 OFFER DATE

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED		20 AMOUNT	21 ACCOUNTING AND APPROPRIATION DATA	
22 RESERVED		23 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24 ADMINISTERED BY (if other than item 7)		25 PAYMENT WILL BE MADE BY		
26 NAME OF CONTRACTING OFFICER (Type or print)		27 UNITED STATES OF AMERICA		28 AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B001. PRICES/COSTS: Furnish all labor, material, transportation, insurance, notifications, licenses, permits, fees, supervision, equipment and supplies for facility management, maintenance and operation of building systems and equipment at the Federal Aviation Administration TERMINAL RADAR APPROACH CONTROL CENTER (TRACON) and CAFE, AIR TRAFFIC CONTROL TOWER (ATCT), AND BASE BUILDING (BB), located in Denver, CO, in accordance with the specifications, terms, frequency schedules, wage rates, and contract clauses.

TRANSITION PERIOD
(November 22-30, 2010)

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	Operation & Preventive Maintenance (Excluding Café)	7	Day	\$ _____	\$ _____
0002	Janitorial	7	Day	\$ _____	\$ _____
0003	Mail Collection and Distribution	7	Day	\$ _____	\$ _____
0004	Operation & Preventive Maintenance (Café Only)	7	Day	\$ _____	\$ _____
TRANSITION PERIOD SUBTOTAL:				\$ _____	

***SCHEDULE A**
BASE PERIOD: DECEMBER 1, 2010 TO SEPTEMBER 30, 2011

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	Operation & Preventive Maintenance (Excluding Café)	10	MO	\$ _____	\$ _____
0002	Janitorial	10	MO	\$ _____	\$ _____
0003	Mail Collection and Distribution	10	MO	\$ _____	\$ _____
0004	Operation & Preventive Maintenance (Café Only)	10	Day	\$ _____	\$ _____
BASE YEAR SUBTOTAL:				\$ _____	

0004	Unscheduled Maintenance & Repair (0600 hrs to 1800 hrs)	EST 275	HRS	\$ _____	\$ _____
0005	Unscheduled Maintenance & Repair (1800 hrs to 0600 hrs)	EST 75	HRS	\$ _____	\$ _____
0006	Replacement Parts Percentage Markup				% _____

OPTION YEAR 1: OCTOBER 1, 2011 TO SEPTEMBER 30, 2012

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	Operation & Preventive Maintenance (Excluding Café)	12	MO	\$ _____	\$ _____
0002	Janitorial	12	MO	\$ _____	\$ _____
0003	Mail Collection and Distribution	12	MO	\$ _____	\$ _____
0004	Operation & Preventive Maintenance (Café Only)	12	Day	\$ _____	\$ _____
SUB TOTAL FOR OPTION 1:				\$ _____	

0004	Unscheduled Maintenance & Repair (0600 hrs to 1800 hrs)	EST 275	HRS	\$ _____	\$ _____
0005	Unscheduled Maintenance & Repair (1800 hrs to 0600 hrs)	EST 75	HRS	\$ _____	\$ _____
0006	Replacement Parts Percentage Markup				% _____

OPTION YEAR 2: OCTOBER 1, 2012 TO SEPTEMBER 30, 2013

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	Operation & Preventive Maintenance (Excluding Café)	12	MO	\$ _____	\$ _____
0002	Janitorial	12	MO	\$ _____	\$ _____

0003	Mail Collection and Distribution	12	MO	\$ _____	\$ _____
0004	Operation & Preventive Maintenance (Café Only)	12	Day	\$ _____	\$ _____
SUB TOTAL FOR OPTION 2:				\$ _____	

0004	Unscheduled Maintenance & Repair (0600 hrs to 1800 hrs)	EST 275	HRS	\$ _____	\$ _____
0005	Unscheduled Maintenance & Repair (1800 hrs to 0600 hrs)	EST 75	HRS	\$ _____	\$ _____
0006	Replacement Parts Percentage Markup				% _____

OPTION YEAR 3: OCTOBER 1, 2013 TO SEPTEMBER 30, 2014

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	Operation & Preventive Maintenance (Excluding Café)	12	MO	\$ _____	\$ _____
0002	Janitorial	12	MO	\$ _____	\$ _____
0003	Mail Collection and Distribution	12	MO	\$ _____	\$ _____
0004	Operation & Preventive Maintenance (Café Only)	12	Day	\$ _____	\$ _____
SUB TOTAL FOR OPTION 3:				\$ _____	

0004	Unscheduled Maintenance & Repair (0600 hrs to 1800 hrs)	EST 275	HRS	\$ _____	\$ _____
0005	Unscheduled Maintenance & Repair (1800 hrs to 0600 hrs)	EST 75	HRS	\$ _____	\$ _____
0006	Replacement Parts Percentage Markup				% _____

OPTION YEAR 4: OCTOBER 1, 2014 TO SEPTEMBER 30, 2015

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
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0001	Operation & Preventive Maintenance (Excluding Café)	12	MO	\$ _____	\$ _____
0002	Janitorial	12	MO	\$ _____	\$ _____
0003	Mail Collection and Distribution	12	MO	\$ _____	\$ _____
0004	Operation & Preventive Maintenance (Café Only)	12	Day	\$ _____	\$ _____
SUB TOTAL FOR OPTION 4:				\$ _____	

0004	Unscheduled Maintenance & Repair (0600 hrs to 1800 hrs)	EST 275	HRS	\$ _____	\$ _____
0005	Unscheduled Maintenance & Repair (1800 hrs to 0600 hrs)	EST 75	HRS	\$ _____	\$ _____
0006	Replacement Parts Percentage Markup				% _____

NOTE: For ALL LINE ITEMS 0004, 0005, and 0006 LISTED ABOVE: HOURLY RATES/PRICES MUST INCLUDE WAGES, OVERHEAD, GENERAL AND ADMINISTRATIVE EXPENSES AND PROFIT.

PLEASE NOTE:

***SCHEDULE A :** (a) Hourly Rate includes direct, indirect, fringe benefits, G&A expenses, overhead and profit. (b) Payment for CLINs 0001, 0002 and 0003 will be made in accordance with AMS 3.3.1-1, Payments. (c) Payments for CLINs 0004, 0005 and 0006 will be made in accordance with AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts.

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct cost, insurances, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

B002. Solicitation Questions: All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to **Erlinda Williams, Contracting Officer, at: linda.c.williams@faa.gov**. Telephone questions will not be accepted. The requestor shall provide a company name, point-of-contact name, address and telephone number; as well as a return e-mail address. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

ALL QUESTIONS ARE DUE by: **OCTOBER 18TH, 2010** at 2:00 PM Pacific Time.

B003. MANDATORY SITE VISIT: There is a mandatory site visit on **OCTOBER 6TH, 2010, at 9:00 am (MST)**. All contractors will meet at the FAA Technical Operations Center Building. (See Section L)

a. The meeting point for the site visit is:

FAA Technical Operations Center (TOC)
26805 East 68th Avenue
Denver, CO 80249-6360

b. To attend the site visit, advance notice by e-mail is required by **October 5th, 2010 at 2:00 PM Pacific Time** to the FAA Point of Contact identified below. You are required to provide your company representative's name and drivers license number.

FAA Point of Contact: Erlinda Williams linda.c.williams@faa.gov (425) 227-2057

c. The FAA facility escort has been instructed not to answer any questions about the project during the site visit, please do not ask them any. All questions from the site visit must be submitted in writing according to the RFO's instructions in Section B, Clause B002 Solicitation Questions (above). All contractors must be on time to the site visit. Late arrivals will not be accepted to the site visit after 9am. No exceptions.

B004. Tiered Evaluation. A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Part IV, Section M for details).

B005. Small Business. Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this acquisition is 561210, Facilities Support Services, Standard Size is \$35.5 million.

B006. INSURANCE REQUIREMENTS:

1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least **\$500,000*** per person and combined single limit of **\$1,000,000**.

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of a combined single limit of **\$1,000,000**.

B007. To be considered for award of this project, the contractor must be currently registered in the Central Contractor Registration (CCR) database (website: www.ccr.gov).

B008. This notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises: The Department of Transportation (DOT), Office of Small and Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates to provide accounts receivable financing. The maximum line of credit is \$750,000. For further information and applicable forms concerning the STLP, call the OSDDBU at (800) 532-1169."

PROPOSALS ARE DUE NO LATER THAN, October 26, 2010 @ 2:00 p.m. PACIFIC DAYLIGHT TIME.
THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILIBALE.

SEVICE CONTRACT WAGE RATES APPLY
OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES

SUBMIT OFFERS TO: SEE SECTION "L"

PART I - SECTION C
SCOPE OF WORK

The contractor shall provide all management, personnel, supervision, administration, technical support, equipment, transportation, labor, materials, tools, and repair parts to plan, schedule, coordinate, oversee, allocate resources and perform facilities management and maintenance of building, systems, and equipment at the Federal Aviation Administration Technical Operations Center (TOC) facility per the specifications. This includes, but is not limited to: Operations Management, Preventive Maintenance, Janitorial Services, and Mail Collection and Distribution.

See Specifications.

PART I - SECTION D
PACKAGING AND MARKING

This section not used.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- | | |
|------------------|--|
| 3.10.4-1 | Contractor Inspection Requirements (April 1996) |
| 3.10.4-4 | Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996) |
| 3.10.4-5 | Inspection - Time-and-Material and Labor-Hour (April 1996) |
| 3.10.4-9 | Inspection of Facilities (April 1996) |
| 3.10.4-14 | Assignment of a Quality Reliability Officer (QRO) (April 1996) |
| 3.10.4-16 | Responsibility for Supplies (April 1996) |

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

3.10.1-9 Stop-Work Order (October 1996)
3.10.1-10 Stop-Work Order - Facilities (June 1999)
3.10.1-24 Notice of Delay (February 2009)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(a) For the first 120 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualifications were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 60 days (if a security clearance must be obtained, at least 60 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

1. Contract Manager and Alternate(s)

2. Project Manager

(End of clause)

PART II - SECTION I
CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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3.6.2-4	Walsh-Healey Public Contracts Act (April 1996)
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3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
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3.6.2-30	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)
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3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
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3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

All Services under the contract Scope of Work

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within 60 days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

- (1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;
- (2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;
- (3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;
- (4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;
- (5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;
- (6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;
- (7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;
- (8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;
- (9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

(End of Clause)

3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

3.2.2.7-1 Qualification Requirements (February 2009)

(a) Definition: 'Qualification requirement,' as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Agency Name and Contact)

(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
Manufacturer's Name _____
Source's Name _____

Item Name _____
Service Identification _____
Test Number _____
(to the extent known) _____

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list or qualified vendors list, the offeror shall submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character

suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
----------------	-------------------------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.6.2-41 Employment Eligibility Verification (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

3.6.3-12**Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.10.2-2**Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)**

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;

(2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b)

(1) In the case of a proposed subcontract that

(i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee,

(ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the allowability of any cost under this contract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i)

(1)Reserved.

(2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in

subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

RISK LEVEL: 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

FAA Security Division, ANM-700
1601 Lind Avenue SW
Renton, WA 98057

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Security Division and the facility management office. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA Denver Technical Operations Center (TOC), Denver, CO, must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to Security Division, ANM-700, by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: Security Division, ANM-700, 1601 Lind Avenue SW, Renton, WA 98057.. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can

then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT#</u>	<u>DESCRIPTIONS</u>	<u>PAGES</u>
1	Service Contract Wage Determination No. 2005-2081, Revision No. 9, dated 06/15/2010	10
2	Customer Satisfaction Survey	3

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

3.2.2.3-3	Affiliated Offerors (July 2004)
3.2.5-2	Independent Price Determination (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(c) We require a minimum acceptance period of _____ calendar days [the CO should insert the number of days].

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

- (1) The acceptance period stated in paragraph (c) of this provision; or
- (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
(country)

(End of provision)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____
Title: _____
Phone number: _____

(End of provision)

3.2.2.3-35**Annual Representations and Certifications (July 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

(End of provision)

3.2.2.3-70**Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

__ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

__ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

__ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

__ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

3.6.4-15 Buy American Act Certificate (July 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product

Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

BUSINESS DECLARATION

Tax Identification No.:

- 1 Name of Firm: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____
- 7 Nature of Business (*Specify all services/products (NAIC)*) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | | |
|-------------------------|---------------------------|---------------------------|
| | a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ | a.3. Year Ending: _____ |
| | | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L1. SUBMISSION OF OFFER

An Offeror shall submit an offer which shall include the following Volume 1 (Business Proposal) and Volume II (Technical Proposal):

A. Volume 1, Content of Business Proposal Submission: (1 original and 3 copies). The Business Proposal shall be physically separate document and not combined with the Technical Proposal.

- 1) Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
- 2) Acknowledgement of amendments (if any)
- 3) Contract Documentation (Entire RFO filled out (Sections A through K) and proper signature) which include but not limited to the following:
 - a) Signed SOLICITATION, OFFER, AND AWARD form SF-33, and all amendments (if applicable)
 - b) Part I, Section B, PRICE SCHEDULE
 - c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
 - d) Part IV, Section K, Business Declaration Form

B. Volume II, Content of Technical Proposal (1 original and 3 copies). The Technical Proposal shall be physically separate document and not combined with the Business Proposal.

A prospective offeror is required to submit four (4) complete copies of its technical proposal. The document shall encompass, but not necessarily be limited to, addressing the criteria areas as set forth below. Note: It is a requirement that all criteria areas and sub-elements be fully addressed. A negative response is necessary if applicable. ANY omissions, or partial or vague responses, may lead to the rejection of the technical proposal without discussions with the offeror.

Criterion #1: Past Experience. List all customers and facilities for which you had contracts to provide management of building systems; or maintenance and repair of building systems during the last five years. Specifically identify projects of similar scope and complexity as that described in the Scope of Work/Specifications in this solicitation. For each project address the following points:

Federal Government Facility Contracts and Other Major Facility or Base Maintenance Contracts - (work included but not limited to: Maintenance and repair of all building systems and equipment to include but not limited to: chillers, boilers, air handlers, cooling towers, heating and cooling systems (HVAC) systems, kitchen equipment; janitorial services and mail distribution services).

NOTE: *As a requirement of this solicitation, and in order to be eligible for award, contractor must have experience providing similar services in a minimum of one other Federal government facility.*

The list shall include:

- a) Project Title and description
- b) Contracting Agency or Business
- c) Client names, phone numbers, and contact person
- d) Dollar Value
- e) Percentages of work subcontracted and nature of that work
- f) Period of Performance Date and Completion dates
- g) Any contractual issues or technical matters disputed, and resolution thereof.
- h) Any claims and resolution thereof (i.e., nature, number dollar value).
- i) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.
- j) Any other pertinent information.

Criterion #2 Past Performance: An Offeror must have at least three (3) Customer Satisfaction Surveys completed and sent to this office by third parties as a valid reference sent directly to the Contracting Officer by the closing date of the RFO. Of the three (3) surveys, one of the surveys must be from a Federal Government Agency. The survey will address performance in the following areas: customer satisfaction, quality, timeliness, responsiveness, subcontracts and management, and cost control. Clients/Customer must submit the completed forms directly to the Contracting Officer using the following email: linda.c.williams@faa.gov. **Responses are due no later than by 2:00p.m. Pacific Daylight Time on October 26, 2010.** (See Section J Attachment No. 2.)

Customer Satisfaction Survey Questionnaire in Section J Attachment 2 may also be used by the FAA to obtain Past Performance information from the references supplied by the Offeror and from any other sources available to the FAA.

Criteria #3 Qualifications of Key Personnel. Identify key personnel assigned to this project. Provide resume information including pertinent data related to years of experience, employment history, education, training, accomplishments, licenses, certificates, etc. Offeror will be evaluated on the degree to which it demonstrates the key personnel qualifications including: educational backgrounds, credentials, and work-related experience which meet the requirements contained in the SOW.

Criteria #4 Management Approach, Abilities, and Resources

Be specific and provide details to clearly support expertise and capability in each of the following areas:

- Ability to schedule and monitor performance
- Expertise and philosophy of quality control program (include examples)
- Availability of manpower and resources
- Contract Management philosophy and problem solving methods (give examples)
- Management and coordination experience with sub-contractors
- Any other relevant information

Criteria #5 Financial Resources and Capability. Offeror shall provide information to clearly demonstrate adequacy of financial resources and capability. Documents will include as a minimum:

- a) A complete set of financial statements (i.e. balance sheet, income and cash flow statement) related to the last completed accounting period, including an inclusive CPA's audit opinion (if applicable), an interim year if available.
- b) Full disclosure for any claims, resolved or unresolved or pending litigation actions.
- c) Bank References and lines of credit
- d) Any other relevant information.

L2. MANDATORY SITE VISIT: A mandatory site visit is scheduled for **October 6, 2010 at 9:00 a.m. MDT.**

Offerors are cautioned that attendance at the site visit is mandatory to be eligible for the award. Contractors shall submit the names of individuals and company they are representing, by no later than October 5, 2010 at 2:00 p.m (Pacific Time) via email to: Erlinda Williams; linda.c.williams@faa.gov, 425-227-2057.

Address of Site Visit:

FAA Technical Operations Center (TOC)
26805 East 68th Avenue
Denver, CO 80249-6360

L3. SOLICITATION QUESTIONS: All contractors proposing this project desiring an interpretation or clarification of specifications, drawings, contract terms and conditions, etc., must request in writing at least **eight (8) calendar days** prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Erlinda Williams, Contracting Officer, 1601 Lind Avenue S.W., Renton, WA 98057; email: linda.c.williams@faa.gov; or FAX (425) 227-1055. Telephone

questions **will not** be accepted. The offer shall provide an name, address, email address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretation, or changes to this solicitation.

L4. A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Part IV, Section M for details). Contract award will be made to the offeror submitting the best value to the FAA, not necessarily the lowest price.

L5. SUBMISSION OF PROPOSAL

Directions for submitting proposal:

An offeror wishing to submit a proposal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, U.S Postal Express Mail or Hand Delivery, shall deliver to the following address:

Federal Aviation Administration
Attn: Erlinda Williams, ANM-52
1601 Lind Avenue S.W.
Renton, WA 98057

EMAIL AND FACSIMILE ARE NOT AN ACCEPTABLE MEANS OF SUBMISSION.

PROPOSALS ARE DUE NO LATER THAN 2:00 PM PDT ON OCTOBER 26TH, 2010. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!

Summary of Services:

Transition Period beginning: November 22, 2010 through November 30, 2010.

Base year beginning December 1, 2010 through September 30, 2011 plus 4 1-year options.

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-6	Submittals in the English Language (July 2004)
3.2.2.3-7	Submittals in U.S. Currency (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (February 2009)

3.2.2.3-19 Contract Award (July 2004)
3.2.2.3-72 Announcing Competing Offerors (July 2004)
3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number
 (April 2006)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within 60 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2004)

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a FIRM FIXED PRICE type contract with provisions for Time-and-Materials pricing arrangement resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.4-31 Evaluation of Options (April 1996)

3.6.1-10 Evaluation of Contractor Participation in the FAA Mentor Protégé Program (January 1999)

M1. Tiered Evaluation of Proposals: A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

a) Socially and economically disadvantaged businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program; Service-disabled veteran owned small business (SDVOSB) (ref. Part II, Section I, clause **3.6.1-8 Notice of Competition Limited to Eligible SEDB 8(a) Concerns**)

a) Small businesses and responsible, qualified, competitive offers from previous tiers (ref. Part II, Section I, clause **3.6.1-1 Notice of Total Small Business Set-Aside**).

b) Other-than small businesses and responsible, qualified, competitive offers from previous tiers (there is no set-aside clause for this business type).

M2. EVALUATION FACTORS FOR AWARD

Prospective offerors are required to submit business and technical proposals as discussed herein. The Government will make award at the discretion of the source selection official to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the greatest value or "best buy" to the Government under the tiered evaluation scheme. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc. The Government may reject any and all proposals and waive informalities or irregularities in proposals. The Government is seeking the best combination of technical attributes and price, and will consider strengths and weaknesses of the various "acceptable" technical proposals, based upon responses to this RFO. Thus, a contractor with a stronger technical proposal and higher price may be awarded the contract over a contractor with a weaker technical proposal and lower price. Therefore, award may be made to other than lowest priced offer based on the criteria listed in Section L above. As technical evaluations are closed in rank, the more important price becomes. Proposals will be technically evaluated as either "acceptable" or "not acceptable" on the basis of the following criteria.

Technical Evaluation Criteria (details in L1, above):

- a) Past Experience – Prime and Subcontractor
- b) Past Performance – Prime and Subcontractor
- c) Qualifications of Key Personnel
- d) Management Approach, Abilities, and Resources
- e) Financial Resources and Capability

M3. PROPOSAL CONTENT

A prospective offeror must submit complete business and technical proposals, which will encompass, but is not limited to, the content specified herein. All business and technical proposal areas must be fully addressed. The offeror should ensure (1) that the submissions required are complete and accurate and (2) that the proposal presents the best pricing available.

Past Experience

Past experience performing similar work includes, but is not limited to: (1) work with a similar degree of complexity; (2) successful work performing management and maintenance of building systems, janitorial, and mail distribution comparable to that described in the Scope of Work/Specifications included in Section C of this solicitation, (to include maintenance of air handlers, HVAC systems, Climate Control Monitoring Systems, cooling towers, chillers, boilers, etc.) (3) Contracts listed must include at least one entered into by the federal government

A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. The Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted business and technical proposals, and which may be related to performance periods beyond the last five (5) years.

Past Performance

Successful past performance will be evaluated based upon input received from offeror's clients. Contracting Officer must receive at least (3) of the attached customer satisfaction survey (CSS's) completed and returned to this office c/o Erlinda Williams by a third party reference. At least one of the CSS must be from a Federal Agency. The offeror's past performance will be evaluated on the basis of information furnished by the offerors customers on contracts including current contracts similar in size, scope of work set forth in the respective Scope of Work/Specifications. References other than those identified by the offeror and other sources of information may also be used by the Government in evaluating the criterion. Past performance sub-factors are: customer satisfaction, quality, timeliness, responsiveness, subcontracts and management, and cost control.

Qualifications of Key Personnel

Identify key personnel assigned to this project. Provide resume information including pertinent data related to years of experience, employment history, education, training, accomplishments, licenses, certificates, etc. Offeror will be evaluated on the degree to which they demonstrate the key personnel qualifications including: educational backgrounds, credentials, and work-related experience which meet the requirements contained in the SOW for building systems.

Management Approach, Abilities, and Resources

Be specific and provide details to clearly support expertise and capability in each of the following areas:

- Ability to schedule and monitor performance
- Expertise and approach of quality control program (include examples)
- Availability of manpower and resources
- Contract Management philosophy and problem solving methods (give examples)
- Management and coordination experience with sub-contractors
- Any other relevant information

Financial Resources and Responsibility

Submit copies of complete set of financial statements (i.e. balance sheet, income and cash flow statement) related to the last completed accounting period, including an inclusive CPA's audit opinion (if applicable), an interim year if available; Full disclosure for any claims, resolved or unresolved or pending litigation actions; Bank References and lines of credit; and any other relevant information.

M4. CONSIDERATION OF PRICE EVALUATION

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Technical Evaluation Criteria elements are significantly more important than the Price Evaluation Criteria elements. Thus, a contractor with a stronger technical proposal and higher price may be awarded the contract over a contractor with a weaker technical proposal and lower price.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Proposals which are unreasonably low may be eliminated on the grounds of the offeror's failure to understand contract requirements.